Nemo debet bis vexari pro una et eadem causa. In North Carolina, Maryland, Louisiana and Pennsylvania the State is allowed, in the absence of any statute giving it the right to bring error or appeal after judgment for defendant, and in each case the question seems to have become settled in the State by early practice before it was contested. In general, however, the decisions "conclusively show that under the common law as generally understood and administered in the United States, and in the absence of any statute expressly giving the right to the State, a writ of error cannot be sued out in a criminal case after a final judgment in favor of the defendant, whether that judgment has been rendered upon a verdict of acquittal, or upon a determination by the court of an issue of law. In either case, the defendant, having been once put upon his trial and discharged by the court, is not to be again vexed for the same cause, unless the legislature acting within its constitutional authority, has made express provision for a review of the judgment at the instance of the government."

Subscription by Corporation — Ultra Vires.— Richelieu Hotel Co. v. *Encampment Co.*, 29 N. E. Rep. 1047 (Ill). The appellant corporation had subscribed $1000 to the encampment company for the purpose of holding a military encampment at Chicago, and when sued upon its subscription sought to avoid upon the ground that it was *ultra vires*. The court held, however, that it was not beyond the proper exercise of corporate powers. The holding at Chicago of an International encampment would naturally bring many visitors to the city who would require hotel accommodations and largely increase the patronage of the hotels. Power to carry on a hotel business carries with it as a necessary incident the power to engage in any reasonable plan to increase the number of patrons, and donations of money to enterprises calculated to bring to the city large numbers of visitors, the Court said, fell within such power. This case seems to be in direct conflict with the doctrine laid down in *Davis* v. *Old Colony R. R.*, 131 Mass. 258, and quoted in 1 *Morawetz on Corporations*, 337, where it was held that a railroad had no right to guarantee the expenses of a musical festival in anticipation of great profits to be earned by the increase of traffic caused thereby.

Common Carriers — Limiting Common Law Liability.— Atchison, Topeka and Santa Fe R. R. Co. v. *Dill*, 29 Pacific Reporter 148. Another Supreme Court, whose decisions are always received with profound respect by the profession, has spoken, and with no